

AGREEMENT BETWEEN  
THE CITY OF NORTHAMPTON, MA  
AND  
THE NORTHAMPTON DEPUTY FIRE CHIEFS' ASSOCIATION (N.D.F.C.A.)  
JULY 1, 2016 - JUNE 30, 2019

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## PREAMBLE

THIS AGREEMENT made by and between the CITY OF NORTHAMPTON, MASSACHUSETTS, hereinafter called the City or the Employer, and THE NORTHAMPTON DEPUTY FIRE CHIEFS' ASSOCIATION OF NORTHAMPTON, hereinafter called the Association, has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and to set forth herein the basic Agreement covering rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

## ARTICLE I

### RECOGNITION

1.01. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all Deputy Chiefs in the Northampton Fire Department, Northampton, Massachusetts. Said Association shall consist of five Deputy Fire Chiefs.

1.02. The City further agrees not to enter into any agreement or agreements by contract or otherwise with any other organization or representative group that in fact abrogates this Agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

2.01. The Deputy Chiefs' Association agrees that the operation of the Fire Department of the

City of Northampton, the supervision of the employees and their work are the rights of the City. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work, the making of work schedules, the determination of what and where duties will be performed and of employee competency, in conformance with the applicable laws of the Commonwealth of Massachusetts and Ordinances of the City, the hiring, transfer, promotion, demotion, lay-off, discipline or discharge of employees for just cause without discrimination, and the right to discuss terms and conditions of employment with the employees to inform them concerning employment matters are rights of the City. Should any part of the above be in conflict with the provisions of this Agreement, the latter will prevail. It is further agreed that the City at its sole discretion may utilize an assessment center process to select and promote personnel to the rank of Deputy Fire Chief. This process will be designed and the associated vendors will be selected by the Fire Chief. The selected vendor will meet with a representative of the D.F.C.A. to obtain input as to exercise design.

### ARTICLE III

#### NONDISCRIMINATION

3.01. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, physical handicap, or national origin and that all persons shall receive the full protection of this contract.

### ARTICLE IV

#### NO STRIKE, NO LOCKOUT CLAUSE

4.01. It is agreed by the parties that during the term of this Agreement there shall be no strikes,

lockouts, picketing, stoppages of work or slow-downs.

## ARTICLE V

### COPIES OF CONTRACT TO MEMBERS OF ASSOCIATION

5.01. One copy of the contract will be furnished by the City to the Association after it has been ratified and executed by both parties. The copy may be furnished, at the discretion of management, in electronic format by PDF or in paper form.

5.02. The City may distribute notice to Association members via e-mail with no other posting requirements.

## ARTICLE VI

### GRIEVANCE PROCEDURE

6.01. A grievance is defined as a difference or dispute arising between the City and any member of the bargaining unit or the Association regarding the interpretation or application of any provision of this Agreement or any working conditions, fringe benefits which are provided for by any statute, charter provision, ordinance, rule, regulation or written City or Department policy which is not in conflict with this Agreement. All such grievances that may arise will be handled in the manner agreed to in this Article. No grievance shall be instituted or entertained by the parties concerning questions regarding general wage rates or rates of pay or the categorization of any Employee or group of Employees on the classification schedule or salary schedule set forth herein.

6.02. An employee who has a grievance shall reduce it to writing and submit it to the Chief or his/her designee within fifteen (15) calendar days after the first occurrence of the event giving rise to the grievance.

6.03. An employee may present a grievance and have such grievance heard without intervention by the exclusive representative of the organization representing such Employee provided that the exclusive representative is afforded the opportunity to be present and that any adjustment made shall not be inconsistent with the terms of this Agreement.

6.04. At any step of the grievance or in arbitration, the Association may, at the request of the Employee, become a party to and participate in the proceedings and, upon the Association becoming a party; any resolution shall be binding on all members of the Association.

6.05. Step I. The complaint will be reduced to writing and presented to the Chief (or his/her designee), as the case may be, within fifteen (15) calendar days of its occurrence. The grievance shall set forth the nature of the grievance, specify the section(s) of the Agreement alleged to have been violated, what relief is sought, and shall be signed by an Association official and/or by the Employee initiating the grievance. A conference between the parties shall be held within fifteen (15) calendar days following the date the formal grievance was presented. The Chief (or his/her designee) as the case may be, shall render a decision in writing within fifteen (15) calendar days following the conference.

Step II. If the grievance is not resolved at Step I, it may be appealed in writing to the Human Resources Director, or his designee, within fifteen (15) calendar days following the receipt of the written decision from the Chief (or his/her designee) as the case may be, or following the date such decision was due if no decision was received. The Director, at his/her option, may hold a hearing or notify the grievant in writing forthwith that the grievance is approved or denied and no hearing will be held. If a hearing is held, the Director shall hold the hearing within fifteen (15) calendar days and render a decision within fifteen (15) calendar days after the hearing.

Step III. Arbitration. Any dispute which has not been satisfactorily settled after the procedures

set forth above have been exhausted may, at the request of the City, the Association, or within thirty (30) calendar days from the date the final decision in Step II of the grievance procedure is due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the City and the Association or the Employee, as the case may be, if they can mutually agree upon his selection within fifteen (15) calendar days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted by either party to the American Arbitration Association according to its procedures. The cost of any arbitration proceedings shall be divided equally between the City and the Association or the Employee, as the case may be. The decision of the arbitrator shall be limited to the specific point or points of difference submitted to them. The arbitrator shall have no power to add to or subtract from, modify or amend any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party. Any of the time limits specified in this Article may be extended by mutual agreement.

## ARTICLE VII

### HOLIDAYS

7.01. The following holidays shall be paid for under the following conditions, whether worked or not:

New Year's Day (Jan. 1)	Columbus Day	(See 7.01A)
Martin Luther King Day	Veterans' Day	
President's Birthday	Thanksgiving Day	
Patriots' Day (See 7.01A)	Day after Thanksgiving	

Memorial Day

Christmas Day (Dec. 25)

Independence Day (July 4)

Last scheduled workday before Christmas

Labor Day

7.01 A. It is expressly understood that reimbursement for both - the combination of these days shall be equivalent to twenty-one (21) hours of compensatory time to be used during the fiscal year, subject to the approval of the Fire Chief.

7.01 B. Both parties agree that if, at any time during the duration of the collective bargaining agreement between the City of Northampton and Northampton Deputy Chiefs' Association a mandatory holiday is declared (new) or any holiday called for in the state that closes public buildings and all City employees are given a day off, then the above parties shall meet prior to or immediately after said holiday to discuss the impact, if any, of such holidays on the Employees covered by this Agreement.

7.02. To be eligible for and receive holiday pay the employee must work on the holiday or if he/her is not scheduled to work on the holiday, the Employee must work his or his her shift's last scheduled work day preceding the holiday, and his or her shift's first scheduled work day following the holiday. An Employee who is absent from work on any such holiday, or on his or her shift's last scheduled work day preceding or first following said holiday, and whose absence is recorded as attributable to line of duty because the injury giving rise to the absence arose out of or occurred in the course of his employment as an Employee, shall be entitled to holiday pay.

7.03. A holiday falling within an Employee's paid vacation shall be paid as though the Employee were working regularly, but not more than one-quarter (1/4) of the Employee's basic week's pay shall be paid for the holiday. When a holiday falls on a Sunday, and Monday is celebrated as the holiday, then that Monday shall be considered the holiday in applying the provisions of this



Article. The employee must work the day before or the day after said Holiday.

7.04. An Employee who works only his regularly assigned shift hours on a holiday shall receive his/her regular rate of pay for such shift plus holiday pay equal to one-quarter (1/4) of his/her regular weekly pay provided they otherwise qualify under the provisions of this Article. An Employee who works his/her regular shift on a holiday and who also works overtime on a holiday on which he/she was not regularly scheduled to work with his group shall be paid one and one-half times his hourly rate of the hours so worked plus a holiday pay allowance equal to the hours so worked times his regular hourly rate but in no event shall such holiday pay allowance be less than one-quarter (1/4) of his regular weekly rate.

7.05. An Employee's holiday pay allowance for a holiday falling on an Employee's regular day off shall be one-quarter (1/4) of his/her weekly pay unless he/she has been regularly and permanently assigned to work fewer than 42 hours weekly in which event his/her holiday pay shall be calculated by multiplying his regularly and permanently scheduled daily shift hours by his/her regular hourly rate.

7.06. An Employee who is unable to work because of a non-work related injury or illness for a consecutive period of four tours of duty or more shall be entitled to holiday pay for any holiday listed in Section 7.01 which occurs thereafter and within the period of that illness. An employee must be in a "paid sick leave status" for the "four tours of duty" to be eligible for holiday pay. The Chief may require a doctor's certificate, or other evidence reasonably satisfactory to him/her, attesting to the illness of the Employee prior to making the payment required herein.

7.07. An Employee who works his/her regular shift on Christmas Eve or New Year's Eve shall be entitled to six (6) hours pay at straight time in addition to his/her holiday pay.

## ARTICLE VIII

### VACATION

8.01. On the January 1st crediting date an employee who has been on leave without pay for any full week period during the previous calendar year shall be entitled to a proportionate share of his/her vacation leave to be computed by taking the amount of vacation leave he/she would have been entitled to if he/she had worked, and subtracting the time the employee was in non-pay status.

8.02. Members of the Association having ten (10) or more years of service with the City whether or not such service has been entirely within the Department as of January 1st of any calendar year shall be granted twenty (20) working tours of paid vacation.

8.02 A. The EMS Deputy Chief shall receive 25 tours of duty of annual vacation leave (this is based on their years of service)

8.03. Members of the Association having five (5) or more years of service but less than ten (10) as of January 1st shall be granted fifteen (15) working tours of paid vacation.

8.03 A. Members of the Association having one (1) year of service but less than five (5) years of service as of January 1st shall be granted ten (10) working tours of paid vacation.

8.04. Members of the Association having less than one (1) year of service with City on January 1 of any year shall be granted one (1) day of paid vacation for every completed month of actual service to the Department. Such vacation shall not exceed eight (8) working days.

8.05. A "tour of duty" is defined as corresponding with the employee's regularly scheduled shift consisting of 1- 10 hour tour and 1- 14 hour tour

8.06. Employees requesting leave in accordance with the above provisions of this Section shall be granted such leave so as to conform to the present effective Rules and Regulations of the Fire

Department applicable to vacation leave.

8.07. Together with the final pay due an employee on his/her retirement or voluntary separation or resignation or due his widow, beneficiaries or estate on his/her death while an employee, the City shall pay to the employee or his widow, beneficiaries or estate, an amount equal to the then-effective weekly rate of the employee for the number of vacation days to which such employee is then entitled under the provisions hereof after subtracting the number of vacation days actually taken by the employee in the calendar year in which such retirement, voluntary separation, resignation, or death occurs. For the purpose of this Section, the amount due an employee shall be determined by applying the following formula:

$$\frac{\text{Number of credited but} \\ \text{Unused vacation days}}{4} \quad \times \quad \begin{array}{l} \text{then effective} \\ \text{weekly rate} \end{array} \quad = \quad \text{amount due}$$

The final pay due an employee will reflect the exact number of tours or hours worked during an eight (8) week work cycle. An employee may elect to take four (4) tours of duty as loose working days with the approval of the Chief. The following will govern the schedule of loose working tours of vacation:

- A. Weekends - one (1) day and one (1) night or two (2) days.
- B. Weekday - one (1) day and one (1) night or two (2) days.
- C. Deputy Chief's will pick vacation based on seniority. If two or more Deputies request vacation in the same week it will be subject to approval by the chief.
- D. Summer vacation to be chosen before February 1 of the vacation year.
- E. Additional tours of duty as loose working days may be granted by the Chief.

8.08. Forty-two (42) hours of compensation at the then-effective rate of compensation appearing in the wage schedule shall constitute four (4) tours (defined in 8:05) of vacation pay.

8.09. No employee shall be entitled to be paid for or to carry forward any unused vacation time from one calendar year to the next, except as provided for in Section 8.10 and 8.11.

8.10. Any employee who, because of his/her "injured on duty status" was unable to use the vacation time he/she earned during the previous calendar year may carry over into the next calendar year the amount of time which does not exceed the total number of vacation days to which he would be entitled on that January 1. He/she shall be paid for the number of days which he was unable to use or carry over.

8.11. An employee shall be allowed to carry forward the equivalent of one (1) week of unused vacation time from one calendar year to the next.

## ARTICLE IX

### SICK LEAVE

9.01. Each employee of the Association shall be credited with the number of accumulated but unused sick leave hours as of June 30, 1987.

9.02. Each employee of the Association shall be granted an additional two and one-half (2 ½) hours of sick leave each succeeding payroll week the employee is in a pay status.

9.03. Any member of the association who has been absent from a scheduled tour of duty (24 hours) as a result of illness or injury not incurred in the line of duty shall have charged against his/her sick leave account twenty-one (21) hours that he/she has missed as a result of such illness or injury. 9.04. Employees who are to be absent on account of illness or injury shall notify the on-Duty duty Chief Officer shift commander at least two hours before the start of the afternoon shift and one hour before the start of the morning shift.

9.05. An employee of the Association shall be entitled to use sick leave then standing to his/her

credit in order to avoid loss of compensation when he/she is absent from a scheduled tour of duty because of a non-service connected illness or injury or for medical, dental, or ocular treatments which cannot be scheduled during his non-working hours.

Any employee of the bargaining unit may use up to forty-eight (48) hours of sick leave in any calendar year for Emergency Leave (see article 11). For purposes of interpreting this provision, an emergency shall be defined as a combination of circumstances not reasonably foreseeable by the Employee, which, because of their compelling nature, prohibits him/her from assuming or completing his/her regularly, scheduled tour or tours. This emergency must pertain to the individual requesting leave or his/her immediate family and includes, but is not limited to:

1. Care for the employee's child, spouse, parent or parent of a spouse, who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
2. To attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
3. To address the psychological, physical or legal effects of domestic violence as a victim of domestic violence, sexual assault, stalking or kidnapping or those effects on a family member who is a victim (cannot be the perpetrator); or
4. To travel to and from an appointment, a pharmacy, or other location related to the purpose for which the leave time was taken.

9.06. Written notice of the status of the sick leave account of each employee shall be provided periodically. The City may satisfy the requirements of this Section by providing the employee with said information with his/her payroll.

9.07. The Chief may in his/her discretion require a doctor's certificate or other evidence

satisfactory to him before approving the payment of sick leave.

9.08. Sick leave shall be cumulative without limit.

9.09. Any employee in the Association, upon his/her retirement, or the spouse or beneficiary of any such employee if he/she died while an employee, shall be entitled to payment for accumulated but unused sick leave in accordance with the following formula:

The number of accumulated but unused sick leave hours standing to the employee's credit at the date of his/her retirement or the date of death shall be divided by three and the result thereof shall be multiplied by the then-effective hourly rate of compensation for such employee and the product, not to exceed \$5,500 maximum payout shall be payable to the employee with his/her final payroll or to the spouse or beneficiary of any employee who dies while an employee. Employees who are hired on/before December 31, 1986 are not subject to the \$5,500 payout cap.

9.10. Upon honorable separation, excluding retirement or death, an employee shall receive after five (5) years of continuous service, but less than ten (10) years, 16.76% of the value of accumulated sick leave, up to a maximum of \$5,500; after ten (10) years but less than fifteen (15) years, 20%, up to a maximum of \$5,500; and more than fifteen (15) years, 25%, up to a maximum of \$5,500. The employee may delay receiving payment into the following calendar year. Employees who are hired on/before December 31, 1986 are not subject to the \$5,500 payout cap.

9.11. The City and the Association agree that the following bargaining unit members shall be exempt from the provisions of the sick leave buy back cap of \$5,500 set forth in 9.10

1. Tim McQueston

2. Stephen Vanasse

Such grandfathered buybacks shall be consistent with and pursuant to the terms of the respective

November 2010 MOA and May 5, 2009 Side Letter of Agreement with respect to their being grandfathered.

9.12 An employee who provides at least one year's advanced notice of retirement to the Human Resources Department and retires shall receive upon retirement a lump sum payment of five-hundred dollars (\$500.00). If notice given to the Human Resources Department is at least eighteen months in advance of prospective retirement, the employee shall receive upon retirement a lump sum payment of one thousand dollars and zero cents \$1,000.00. This provision becomes effective on the first day of the month following ratification of this Agreement.

## ARTICLE X

### PERSONAL DAYS

10.01. The City shall make available to each bargaining unit member one (1) Personal Tour not to exceed twenty-four (24) hrs. Each association member shall be allowed one (1) Personal Tour of duty (24 hours) per calendar year. These days are not cumulative and their use is subject to the discretion of the Fire Chief or his/her designee.

## ARTICLE XI

### EMERGENCY LEAVE

11.01. An employee of the Association may use forty-eight (48) hours as emergency leave in any calendar year to be charged to his/her sick leave account.

11.02. The Chief or Assistant Chief shall, in his/her sole discretion, grant or deny a request for emergency leave.

## ARTICLE XII

### FUNERAL LEAVE

12.01. In the event of the death of a spouse, or child paid leave of up to one week (consisting of 2-24 hour tours) will be granted.

12.02. In the event of death of a member of the immediate family of an employee, the employee will be granted paid leave of up to 2-24 hour tours. Immediate family is defined as an employee's mother, father, step-parent, foster parent, step child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law, and relative residing in the household.

12.03. In the event of death of one of an employee's following relatives, one day (consisting of 1-24 hour tour) of paid leave shall be allowed; aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

12.04. With the consent of the Department Head, and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four hours of paid leave to attend the funeral service of a deceased co-worker.

## ARTICLE XIII

### OUTSIDE DETAILS

13.01. All members of the Association shall be afforded the opportunity to accept outside detail work, but there shall be no discrimination against any member who declines to work outside details on a voluntary basis. Members shall have the option of declining offered outside details. Outside details shall be distributed to all members on an equitable and fair basis.

13.02. The following provisions shall govern the assignment of outside paid fire details to



members of the Association when such work is to be paid for by another City department, an outside individual, group, corporation or organization:

A. Such assignment shall be made by the Chief or his/her designated representative on a voluntary basis and shall be distributed among full-time members of the Association as evenly as possible. The Chief or his/her designated representative shall maintain a record of all such assignments which may be examined on reasonable notice by a representative of the Association. No member of the Association or other person shall accept such assignment unless the same is made by the Chief or his/her designated representative.

13.03. Effective immediately the rate(s) for outside details shall be \$60.00 per hour.

13.04. Deputies agree to provide coverage as a Chief Officer on all occasions where explosives are being used or when fireworks are present. Assignment and availability are as outlined above.

#### ARTICLE XIV

##### STATUTES AND ORDINANCES RECOGNIZED

14.01. All State and municipal statutes and ordinances shall be recognized where they pertain to the Deputy Chiefs' Association, unless specifically superseded by the contract.

14.02. All conditions of employment currently enjoyed by statute or ordinance, unless specifically altered by this Agreement, continue for the duration of this Agreement.

#### ARTICLE XV

##### EDUCATIONAL INCENTIVE FOR DEPUTY CHIEFS

2. The dollar amount calculated under the Educational Incentive for Deputy Fire Chiefs, set forth in 15.02, below.

15.02 Starting July 1, 2014, and Deputy Fire Chief hired into the unit on or after July 1, 2013 shall receive an educational allowance as follows:

1. A Master's degree shall yield an educational incentive of \$10,000.00 per year; and
2. A Bachelor's degree shall yield an educational incentive of \$8,000.00 per year.

For employee's who are promoted into the unit with an Associate's degree, they shall be eligible for an education incentive of \$4,000 for up to three (3) years. The intent is that during that period the Deputy will attain a Bachelor's degree and qualify for the payment above. If, after three years no eligible higher degree has been attained, then no incentive is due unless/until a Bachelor's degree is earned. (Deputy Chief's Stephen Vanasse and William Millin are grand fathered)

15.03. The provisions contained in Article 15.01-15.05 of this Agreement will take effect at the start of FY2015 (July 1, 2014). The first half of the payment under this Educational Incentive Program for Deputy Fire Chiefs shall be made in December and the second half of the payment shall be made in July. To qualify for the Educational Incentive, grandfathered unit members must have completed the required number of credits with a passing grade and unit members hired after June 30, 2013 must complete the number of required credits with a cumulative grade of "C" or better. An official transcript from the institution(s) in which the employee is (was) enrolled must be presented to the Human Resources Director for authorization of the appropriate pay increment.

15.04. Eligible degrees shall be in the field of Fire Science, Business Administration/Management, Public Administration, Emergency Medical Services and

Emergency Management from an educational institution accredited by the New England Association of Colleges and Secondary Schools as tending to contribute to the effectiveness of Deputy Fire Chiefs in the fields stated in 15.03, above.

15.05 Retirement calculations are not made by the City. Therefore, the effect, if any, upon retirement benefits are not part of this Agreement.

Moreover, Educational Incentive Pay shall not be included in the base rate of pay for the purposes of determining contractual overtime or other premium payments under the labor agreement.

Each year the Fire Chief, in his/her sole discretion, may assign any Deputy Fire Chief in charge of a shift to ride up to sixteen (16) hours with a department ambulance crew to observe the administration and operations of the Emergency Medical Service (EMS) within the Department. The DFC in charge of EMS will cover as shift commander during this assigned time.

The provisions of this Article 15.01-15.05 shall not be construed as acceptance by the City of any State legislation providing for pay incentive programs for members of fire departments in the Commonwealth.

#### 15.06. EMS Training/Maintenance of Certification

- a. The City and NDFCA agree that in a situation where the City sponsors an employee hired prior to 2006, to obtain their EMT certification or obtain a higher certification, such employee is required to maintain said certification for the following term:

- i. Basic: 4 years
- ii. Advanced: 6 years
- iii. Paramedic: 10 years

- b. If such employee does not maintain their EMT certification, they agree to reimburse the City for all training expenses that the City paid to them, or on their behalf, including all compensatory time earned while pursuing such certification. At the time the employee is sponsored by the City, the employee shall sign a form authorizing the City to deduct such reimbursement from the employee's salary if such reimbursement shall prove necessary. During the time that the employee continues employment it is agreed that such reimbursement shall not exceed 10% of his or her salary during any pay period. It is also understood and agreed that should such employee's employment with the City end, all monies owed become immediately due and the City is authorized to remove such amount from any accrued time held by such employee.

II. EMS Stipends/Compensation:

- a. Amounts: Stipends will be determined annually at the following levels.

i Ambulance Assistant	\$2,000
ii Basic:	\$4,500
iii Advanced	\$7,500
iiii Paramedic	\$9,000

15.07 The City agrees to compensate each Association member who has attained National Professional Qualifications Board (NPQB) Fire Service Certificates, as approved by the Fire Chief, at a rate of \$100 per year for up to and no more than five (5) certifications. However, for the following Association members, the maximum number of certifications that may be reimbursed at a rate of \$100 per certification is the higher of the number of certifications held by that Association member as of July 1, 2013 or five (5): Timothy McQueston, Stephen Vanasse,

Christopher Norris. Payments for these certifications will be made annually in the month of June. Documentation of current and valid certifications must be presented to and approved by the Fire Chief annually prior to payment of said incentive.

15.08. The City agrees to allow up to 24 hours of training time per calendar year per member to be used for educational purposes or for mandatory meetings.

15.09. The City agrees to provide a total allowance of \$250.00 per year per member for membership in professional organizations, subscriptions for work--related material, to purchase college books in pursuit of a degree in Fire Science and or for use on the job.

## ARTICLE XVI

### LONGEVITY PROGRAM

16.01. All Deputy Chiefs shall be eligible for longevity payments in accordance with the schedule below.

16.02 Longevity schedule:

A. Upon completion of five (5) years of continuous service a sum of one hundred dollars (\$100.00) shall be added to his pay once a year and once each year thereafter through the ninth (9th) year of continuous service he/she shall receive a longevity payment of \$100.00.

B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars (\$500.00) shall be added to his pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service he/she shall receive a longevity payment of \$500.00.

C. Upon completion of fifteen (15) years of continuous service a sum of six hundred dollars (\$600.00) shall be added to his/her pay once a year and once each year thereafter through the nineteenth (19th) year of continuous service he shall receive a longevity payment of \$600.00.

D. Upon completion of twenty years of continuous service a sum of seven hundred dollars (\$700.00) shall be added to his/her pay once a year and once each year thereafter through the twenty-fourth (24th) year of continuous service he/she shall receive a longevity payment of \$700.00.

E. Upon completion of twenty-five (25) years of continuous service a sum of eight hundred dollars (\$800.00) shall be added to his/her pay once a year and once each year thereafter he/she shall receive a longevity payment of \$800.00.

The aforementioned amendments to this Article shall become effective FY2000.

16.03. For the purposes of this Section, full-time employees may receive credit for uninterrupted service for the City under provisional and permanent appointments. Time in excess of one week in non-pay status shall be not be counted towards qualifying for longevity payments.

## ARTICLE XVII

### FUNERAL EXPENSE

17.01. The City shall pay the funeral expenses up to \$2,500 for any member of the Association who is killed in the line of duty.

## ARTICLE XVIII

### REPLACEMENT OF EYE GLASSES

18.01. The City agrees to pay for the replacement of eye glasses or contact lenses lost or broken while an employee is engaged, under supervision, in Fire Department duties provided the loss or damage is reported to the Officer-in-Charge immediately upon learning of the breakage or loss

and in no event later than the termination of the shift on which such loss or breakage has occurred.

## ARTICLE XIX

### HOSPITAL AND MEDICAL INSURANCE

19.01. The City agrees to eighty percent (80%) of the premium for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations (HMO's).

19.02. The City agrees to pay fifty percent (50%) of the premium for hospital and medical coverage in the City of Northampton's group medical indemnification plan (PPO).

19.03. The City agrees to maintain the current cafeteria plan" to cover all Section 125 eligible benefits.

## ARTICLE XX

### SENIORITY

20.01. Seniority shall be determined by the date and order of permanent appointment as Deputy Chief.

## ARTICLE XXI

### PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE

21.01. The City shall provide full protective clothing for the employees such as turnout gear, gloves, hoods and boots.

21.02. An annual uniform allowance of \$750 for each employee shall be paid by the City and is

to cover cleaning and repair of uniforms. Each member shall have the right to carry the unexpended balance of his/her account of any previous year into the following year.

21.03. The City shall provide a new permanently appointed Deputy Chief, on a one-time basis, a new dress uniform and required badges. This shall not be considered part of the annual uniform allowance.

## ARTICLE XXII

### HOURS OF WORK

22.01. The City agrees to adopt a so-called 1/5 (24 hour) shift scheduling system beginning July 13, 2004. The City and the Union agree that the shift language of the current collective bargaining agreement shall be interpreted as follows:

One twenty-four (24) hour shift shall equal two (2) tours. (1-10 hour tour and 1-14 hour tour)

The shift hours are to be from 8:00 a.m. to 6:00 p.m. and 6:00 p.m. to 8:00 a.m. The work week will average 42 hours in an eight (8) week cycle.

22.02. The regular work week for the E.M.S. Deputy Chief shall consist of forty (40) hours in five (5) days during the period Sunday through Saturday inclusive. The individual shift hours shall be established by the Chief or his/her designee and may be adjusted to meet the needs of the City.

22.03. The Association agrees to the implementation of a recall and rotation system for weekends for all chief officers within the department.



On call compensation in the amount of four (4) hours shall be paid for hours spent on-call when the Chief and Assistant Chief are absent (i.e. 24 hour shift), except that in the event that two Deputy Chiefs share on-call coverage then each shall receive two (2) hours.

In the event that the Chief and Assistant Chief are absent for a period of one week or more and has designated an Acting Chief from the Unit, the person designated as Acting Chief will receive up to eight (8) hours of compensatory time as the City determines, for each regular work day serving in that capacity.

### ARTICLE XXIII

#### RETURN TO WORK/NON-WORK RELATED INJURY

23.01. When a Deputy Chief is utilizing non-work related sick leave, he or she shall be permitted to return to work within thirty (30) calendar days of the date he or she stopped working upon presentation of a note from a treating physician, subject to a request from the Fire Chief, releasing said Deputy Chief to return to full duty. The City, may at its discretion, provide the Deputy Chief with a written job description of the position of Deputy Chief and require the Deputy Chief to present it to his/her physician.

23.02. If a Deputy Chief is out on sick leave for more than thirty (30) consecutive days and then seeks to return to full duty, the City may require said Deputy Chief to undergo a medical examination (at City expense) for the purpose of determining said Deputy Chief's fitness for full duty. The City shall endeavor to schedule said examinations promptly so that the Deputy Chief can return to duty (if found fit) on the date specified by the treating physician. In the event that said examination is not scheduled promptly, the City will not charge the Deputy Chief's sick time account for any delay in returning to work caused by such delay.

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23.03. In the event the treating physician and City designated physician disagree as to the Deputy Chief's fitness to return to duty, the Association and the City will jointly select a third independent physician who shall determine the Deputy Chief's fitness to return. If the independent physician agrees that the Deputy Chief may return to full duty, the Deputy Chief shall not have his sick leave account charged for any delay in returning to work caused by the invocation of this procedure.

23.04. Any disputes arising under this agreement shall be subject to grievance and arbitration procedures of the contract.

#### ARTICLE XXIV

##### PROCEDURES FOR INJURED LEAVE/RETURN TO WORK

24.01. In an effort to insure fairness, provide for full recovery of injured employees and protect the rights of Deputy Chiefs and the City of Northampton, these procedures and practices are hereby agreed to by the City and the Association.

Section 1. Employees injured in the line of duty without fault of his or her own shall receive compensation in accordance with the provisions of C. 41 S. 111F and this contract.

Section 2. Indemnification for medical and related expenses will be governed by the provisions of C. 41 S. 100 of the M.G.L.

Section 3. It shall be the responsibility of the employee to assist in case management in the following ways.

A. Employee shall promptly report all incidents of injury while on duty, and within forty eight (48) hours of a claim for injured on duty leave shall provide a letter from the treating physician including diagnosis, prognosis, probable period of

incapacity and general nature of treatment. While awaiting that documentation, an employee shall be placed on “injured on duty pending” status. Upon receipt by the Chief of the above documentation, he/she shall immediately review it and make a determination of whether the employee will be placed on injured on duty leave.

B. During any period of injured on duty leave an employee shall be available for examination by a City-designated physician at intervals of not less than three months.

C. If a question exists as to whether an employee is injured and incapacitated pursuant to C.41 S. 111F, the employee may provide to the City’s physician a medical release in accordance with the attached form of the medical records related to the claimed injury.

D. Employee shall engage only in activities allowed by the employee’s physician as not being a hindrance to recovery.

## ARTICLE XXV

### MODIFIED DUTY FOR RETURN TO WORK

25.01. There are injuries which may be sustained on and off the job which may permit a Deputy Chief to perform certain modified and job-related duties which will improve the Northampton Fire Rescue Department, provide meaningful work activities for the injured employee and improve the Deputy Chief’s opportunity to achieve full psychological and physical recovery from the injury.

25.02 If after thirty (30) days, a Deputy Chief out on I.O.D. is unable to return to full duty

status, the Chief of the Department, after review with the Association, may assign a Deputy Chief who is recovering from a job related sickness or injury to modified duty, while the Deputy Chief is awaiting medical clearance to return to regular duty. This shall be done after review by the employee's physician and City's physician who shall have approved such modified duty. If unable to agree, a third physician from the appropriate medical specialty, agreed to by the employee's and the City's physician, shall if he deems it necessary, examine the employee and make a determination which shall be binding on the parties. Said third physician would be paid by the City.

25.03 It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, and such assignments shall not extend beyond one year. Schedules of modified duty assignments shall be Monday through Friday or assignment to his/her regular day shift and night shift inclusive of weekends. The employee shall select the schedule option.

25.04 Once application for retirement is made, the employee shall return to his prior I.O.D. status or sick leave whichever is appropriate. If the local Retirement Board denies his/her application, the employee shall return to modified duty only to fill the remainder of his one year term. (The one year term shall not include that period of time that his/her application for retirement was pending.)

25.05 Employees on modified duty shall not be considered to be part of the fire suppression forces.

25.06 A modified duty assignment may, by agreement of the Chief, the Association and the individual employee, begin prior to the normal forty-five day waiting period.

Benefits accruing to employees by law and contract shall not be diminished by virtue of injured on duty or light duty status.

25.07 The Chief will make light duty assignments to minimize public contact and in any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status.

25.08. Light duty assignment shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned. Modified duty shall not include driving of, or riding on fire suppression emergency vehicles. The employee on modified duty shall be released by the Chief to attend physician appointments or therapy. Subject to implementation/administration of this procedure, a release to return to work in anything less than a 100% capability of performing the duties/responsibility of the position shall be exclusively on a voluntary basis.

## ARTICLE XXVI

### INJURED ON DUTY STATUS

26.01. An employee covered by this Agreement shall be compensated while on injured-on-duty leave in accordance with M.G.L. C. 41 S. 111F as amended. The City, without expense to the employee, may require the employee to be examined by a physician of the City's choice and will have the right to a complete report from such physician.

26.02. There shall be no deduction from pay for holidays falling in the leave period. Vacation and sick leave shall be credited as set forth in this Agreement, but such credit shall be reduced by an amount proportionate to the length of the injured-on-duty leave during the twelve months prior to the crediting date; the first fifty-two (52) full calendar weeks Sunday through Saturday of an injured-on-duty leave shall not be considered in calculating the reduction. The provisions of Articles XV and XVI shall continue throughout injured-on-duty leave.

26.03. Seniority shall continue to accumulate during the leave without limitation.

## ARTICLE XXVII

### OVERTIME

27.01. Overtime opportunities will be distributed as equally as practicable among members of the Association.

27.02. In the event of a recall for an emergency response, all members of the Association shall readily avail themselves and respond to such emergencies immediately upon notification. Those called back shall be paid at the rate of time and one-half their regular hourly rate or time and one-half in compensatory time, at the discretion of the City management. Such time will be compensated at a minimum of four (4) hours.

27.03. A member of the Association who is kept beyond the end of the shift as set forth in Article XXII shall be paid at time and one-half with a minimum of one (1) hour plus any additional hours or parts thereof being paid in one (1) hour increments.

27.04. A member of the Association may request compensatory time off in lieu of overtime compensation, which shall be made available at the discretion of the City's management, provided compensatory time accrual caps have not been reached.

27.05. The provisions of Section 27.03 shall not apply to the schedule established for the E.M.S. Deputy Chief; however, the incumbent of that position shall be eligible for shift overtime.

27.06. Members may realize overtime opportunities by covering absent Deputy Fire Chiefs.

27.07 If a member is required to attend a mandatory meeting or training session outside his/her scheduled shift, he/she will have the option of compensation as stated in Section 27.02.

27.08 The maximum amount of earned compensatory time allowed to accumulate shall be no

more than ninety-six (96) at any given time.

If a bargaining unit member has a balance in excess of forty-two (42) hours at the beginning of May of each year, said member may request a cash out of up to forty-two (42) hours. This will be paid during the month of June at the member's straight time hourly rate currently in effect at that time. The cash out shall be made provided the funding exists and with the approval of the Mayor. The City has the sole discretion to approve or deny this request.

27.09 Any member of the association can use up to 48 hours of compensatory time without restriction. Time can be used at a four hour minimum.

27.10 Any new member who has an excess of that shall have comp time "cashed-in". The cash-in shall be 100 hours per year until the member is at/under the 96 hour cap. Member is unable to accrue comp time if their balance is at/over the 96 hour cap.

27.11 If a member is promoted out of the bargaining unit and is above the cap, the amount over the cap shall be paid out at their rate before the promotion.

## ARTICLE XXVIII

### PROTECTION OF WORK OPPORTUNITIES

28.01. The City agrees not to employ any person or persons to perform any of the duties of members of the Association covered by this Agreement as presently performed and so long as performed by said members unless such person or persons are eligible for such employment under the provisions of General laws Ch. 31 and Rules and Regulations adopted pursuant thereto.



## ARTICLE XXIX

### PHYSICAL FITNESS PROGRAM

29.01. The Association and the City agree that during the term of this contract every effort will be made to establish a physical fitness program through the combined efforts of the Association and the City.

## ARTICLE XXX

### DRUG AND ALCOHOL FREE WORK PLACE

30.01. It is the intent and obligation of the City to:

1. Provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.
2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City premises or on City business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with Civil Service law or related language in the Collective Bargaining Agreement.
3. Drug and alcohol dependency is recognized by the City as an illness and major health problem. The City also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol

dependency will not jeopardize an employee's job.

4. As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a Federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Human Resources Department within five (5) days after conviction. The City must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

#### ARTICLE XXXI

#### WAGE SCHEDULE

31.01 New salary scale established at 9% above top step Captain as follows:

Step 1 \$70,921.66

Step 2 \$72,340.09

Step 3 \$73,786.89

Step 4 \$75,262.63

Step 5 \$76,767.88

Step 6 \$78,303.24

Step 7 \$79,869.30

Step 8 \$81,466.69

Step 9 \$83,096.02

Step 10 \$84,757.94

Step 11 \$86,453.10

31.02

FY17 1.5% COLA

FY18 1.5% COLA

FY19 1.5% COLA

Step each fiscal year if eligible.

31.03

Step increases expire at the end of the contract and are not automatic at the end of the contract term.

31.04. The City is interested in maintaining an equitable salary schedule and agrees that during future negotiations consideration for comparison purposes will be made with salaries paid for similar positions in the following communities: Amherst, Chicopee, Holyoke, Pittsfield, Westfield, and Greenfield.

## ARTICLE XXXII

### DURATION

32.01. This Agreement will be effective July 1, 2016 and will remain in full force and effect to and including June 30, **2019** and shall automatically renew itself for terms of one (1) year unless by November 1 prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new agreement.

32.02. The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations.

32.03. In the event any such negotiations have not been completed by June 30, 2019, all of the

terms of this Agreement shall be extended until such time as a successor Agreement has been agreed to and executed by representatives of the parties hereto, and no new benefits so negotiated will be retroactive unless agreed to by the City.

#### ARTICLE XXXIII

##### COURT TIME

33.01. Any member of the Association who attends as a witness for the Commonwealth in a criminal case pending in Juvenile Court, the District Attorney's Office, Grand Jury, Superior Court, or other official hearings while on a day off, vacation or furlough, shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for each hour of each such appearance with a minimum of four (4) hours.

33.02. Any member of the Association who is subpoenaed by the Commonwealth, County, or the City of Northampton, for any court action shall be granted leave as needed, provided that his/her involvement was directly related to his/her performance in carrying out the duties as a Deputy Fire Chief for the City of Northampton. The employee shall suffer no loss of pay nor shall sick leave be charged for any period(s) requiring his absence from work. Any costs incurred for hearings outside the City will be reimbursed to the member by the City at the established rate (travel, food, etc.).

#### ARTICLE XXXIV

##### SAVED FOR FUTURE USE

#### ARTICLE XXXV

## EXPOSURE TO COMMUNICABLE DISEASES

35.01. A member of the Association who contracts any communicable disease that prevents him/her from performing their assigned duties shall be classified as injured-on-duty, provided that it can be reasonably established, on the basis of medical examination that said disease was contracted while on duty.

35.02. A member, who through performance of his/her duty has been exposed to a hazard to health or physical well-being may make a request for physical examination related to the nature of the possible injury, disability or illness, the cost of which will be borne by the City or any other insurance carrier that may be responsible. It is the intention of parties to this agreement to only include serious diseases such as AIDS, tuberculosis, hepatitis, methicillin-resistant Staphylococcus aureus (MRSA), etc., and not to include such things as colds and the flu.

## ARTICLE XXXVI

### BIWEEKLY COMPENSATION

36.01. Employees shall be paid on a biweekly basis (every other week) and effective July 1, 2010 all employees shall be required to have their paychecks directly deposited to a banking institution of their choosing.

## ARTICLE XXXVII

### ADDITIONAL DUTIES

37.01. All Deputy Chiefs agree to attend a biweekly one hour staff meeting to be held Thursday mornings.

37.02. All Deputy Chiefs agree to attend any City Council, Public Safety Committee meetings and other meetings or hearings as requested by the Fire Chief. This is considered to be an expected part of the Deputies duties.

37.03. In addition, the Chief may request Deputy Chiefs to perform additional duties outside of their scope of responsibility. These additional duties will be compensated through the use of compensatory time unless otherwise approved by the Fire Chief.

37.04. Projects, training, meetings (all other time except for recall) will be compensated on an hour for hour basis (one hour minimum). Each hour worked will be accumulated as compensatory time at a rate of 1.5 hours compensatory time per hour devoted to said activity. All training is to be compensated as outlined by current departmental policy. In addition, the Fire Chief has the ability to adjust these hours at his/her discretion based on emergency conditions.

#### ARTICLE XXXVIII

##### LIFE INSURANCE

38.01. The City agrees maintain the current basic life and accidental death and dismemberment policy amount of \$5000.

IN WITNESS WHEREOF, the parties to this agreement have caused their presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, on this

6 day of July, 2018.


**CITY OF NORTHAMPTON**

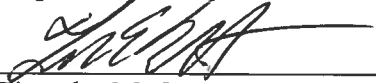
  
\_\_\_\_\_  
Mayor David J. Narkewicz

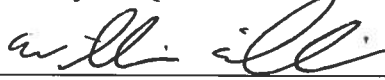
  
\_\_\_\_\_  
Glenda G. Stoddard, Director HR

  
\_\_\_\_\_  
Duane Nichols Fire Chief

**DEPUTY FIRE CHIEFS'  
ASSOCIATION**

  
\_\_\_\_\_  
Stephen Vanasse

  
\_\_\_\_\_  
Timothy McQuestion

  
\_\_\_\_\_  
William Millin





EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	CDFC CITY DEPUT 9												
Change was made by 1.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	33.4548	281.0200	2,810.20	73,065.20
02	0.0000	34.1239	286.6410	2,866.41	74,526.66
03	0.0000	34.8064	292.3740	2,923.74	76,017.24
04	0.0000	35.5025	298.2210	2,982.21	77,537.46
05	0.0000	36.2126	304.1860	3,041.86	79,088.36
06	0.0000	36.9367	310.2680	3,102.68	80,669.68
07	0.0000	37.6756	316.4750	3,164.75	82,283.50
08	0.0000	38.4290	322.8040	3,228.04	83,929.04
09	0.0000	39.1976	329.2600	3,292.60	85,607.60
10	0.0000	39.9816	335.8450	3,358.45	87,319.70
11	0.0000	40.7813	342.5630	3,425.63	89,066.38

07/01/2018 CDFC CITY DEPUT 9 NEW SCALE H HOURLY B BIWEEKLY 02 26.0000 8.00 84.00 10.00 2184.00 260.00 N  
Change was made by 1.5000%  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	33.9566	285.2350	2,852.35	74,161.10
02	0.0000	34.6358	290.9410	2,909.41	75,644.66
03	0.0000	35.3285	296.7590	2,967.59	77,157.34
04	0.0000	36.0350	302.6940	3,026.94	78,700.44
05	0.0000	36.7558	308.7490	3,087.49	80,274.74
06	0.0000	37.4908	314.9230	3,149.23	81,879.98
07	0.0000	38.2407	321.2220	3,212.22	83,517.72
08	0.0000	39.0054	327.6450	3,276.45	85,187.70
09	0.0000	39.7856	334.1990	3,341.99	86,891.74
10	0.0000	40.5813	340.8830	3,408.83	88,629.58
11	0.0000	41.3930	347.7010	3,477.01	90,402.26

\*\* END OF REPORT - Generated by Glenda Stoddard \*\*

## Appendix A